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Attorney General of California  
2 NICKLAS A. AKERS  
Senior Assistant Attorney General  
3 DANIEL A. OLIVAS  
Supervising Deputy Attorney General  
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Deputy Attorney General  
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8 *Attorneys for Plaintiff*  
*The People of the State of California*  
9

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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 COUNTY OF LOS ANGELES

12 THE PEOPLE OF THE STATE OF  
13 CALIFORNIA,

14 Plaintiff,

15 v.

16 HYUNDAI MOTOR COMPANY;  
17 HYUNDAI MOTOR AMERICA;  
KIA MOTORS CORPORATION, INC.;  
18 KIA MOTORS AMERICA, INC.,

19 Defendants.

Case No.

BC 6 3 8 6 5 4

20 **STIPULATION FOR ENTRY OF FINAL  
21 JUDGMENT AND PERMANENT  
22 INJUNCTION**

21 Plaintiff, the People of the State of California (“State of California” or “Plaintiff”),  
22 through its attorney, Kamala D. Harris, Attorney General of the State of California, by  
23 Supervising Deputy Attorney General Daniel A. Olivas and Deputy Attorney General Shanaira U.  
24 Banerjee, and Defendants Hyundai Motor Company, Hyundai Motor America, Kia Motors  
25 Corporation, Inc., and Kia Motors America, Inc. (collectively, “Hyundai/Kia” or “Defendants”),  
26 stipulate as follows:  
27  
28

1           1.       This Court has jurisdiction over the allegations and subject matter of Plaintiff's  
2 Complaint filed in this action, and over the parties to this Stipulation for Entry of Final Judgment  
3 and Permanent Injunction ("Stipulation"). Defendants admit this Court's jurisdiction over them  
4 for the limited purpose of entering and enforcing the Final Judgment and Permanent Injunction  
5 ("Judgment").

6           2.       The Judgment, a true and correct copy of which is attached as Exhibit 1, may be  
7 entered by any judge of the Los Angeles County Superior Court.

8           3.       The Attorney General may submit the Judgment to any judge of the superior court  
9 for approval and signature, based on this Stipulation, during the court's ex parte calendar or on  
10 any other ex parte basis, without notice to or any appearance by the Defendants, who hereby  
11 waive notice and the right to appear.

12          4.       Plaintiff and Hyundai/Kia (collectively, "the Parties") hereby waive their right to  
13 move for a new trial or otherwise seek to set aside the Judgment through any collateral attack, and  
14 further waive their right to appeal from the Judgment, with the exception that Plaintiff and  
15 Defendants each agree that this Court shall retain jurisdiction for the purposes specified in  
16 paragraph 2.1 of the Judgment.

17          5.       The Parties have stipulated and consented to entry of the Judgment without the  
18 taking of proof and without trial or adjudication of any fact or law herein, without the Judgment  
19 constituting evidence of or an admission by Hyundai/Kia regarding any issue of law or fact  
20 alleged in the Complaint on file, and without Hyundai/Kia admitting any liability regarding  
21 allegations of violations that occurred prior to entry of the Judgment.

22          6.       Defendants will accept service of any Notice of Entry of Judgment entered in this  
23 action, agree to waive any defect associated with service, and agree that service of the Notice of  
24 Entry of Judgment will be deemed personal service for all purposes.

25          7.       The individuals signing below warrant and represent that they have been  
26 authorized by one of the Parties to sign this Stipulation.

27          8.       This Stipulation may be executed in counterparts, and a facsimile signature shall  
28 be deemed to be, and shall have the full force and effect as, an original signature.

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Dated: Oct. 27, 2016

KAMALA D. HARRIS  
Attorney General of California

Shanaira U. Banerjee  
SHANAIRA U. BANERJEE  
Deputy Attorney General  
*Attorneys for Plaintiff*

Dated: \_\_\_\_\_

DENTONS LLP  
601 SOUTH FIGUEROA STREET, SUITE 2500  
LOS ANGELES, CA 90017

\_\_\_\_\_  
JUDITH S. SIDKOFF  
*Attorneys for Hyundai Motor Company,  
Hyundai Motor America,  
Kia Motors Corporation, Inc., and  
Kia Motors America, Inc.*

Dated: \_\_\_\_\_

HYUNDAI MOTOR COMPANY

\_\_\_\_\_  
JEONG G. SEO  
Vice President

Dated: \_\_\_\_\_

HYUNDAI MOTOR AMERICA

\_\_\_\_\_  
W. GERALD FLANNERY, JR.  
Executive Vice President & General Counsel

Dated: \_\_\_\_\_

KIA MOTORS CORPORATION, INC.

\_\_\_\_\_  
JEONG G. SEO  
Vice President

Dated: \_\_\_\_\_

KIA MOTORS AMERICA, INC.

\_\_\_\_\_  
JOHN YOON  
Executive Vice President & General Counsel

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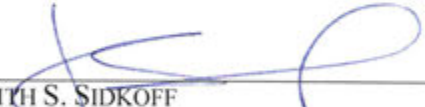
Dated: \_\_\_\_\_

KAMALA D. HARRIS  
Attorney General of California

\_\_\_\_\_  
SHANAIRA U. BANERJEE  
Deputy Attorney General  
*Attorneys for Plaintiff*

Dated: 10-25-16

DENTONS LLP  
601 SOUTH FIGUEROA STREET, SUITE 2500  
LOS ANGELES, CA 90017

\_\_\_\_\_  
  
JUDITH S. SIDKOFF  
*Attorneys for Hyundai Motor Company,  
Hyundai Motor America,  
Kia Motors Corporation, Inc., and  
Kia Motors America, Inc.*

Dated: \_\_\_\_\_

HYUNDAI MOTOR COMPANY

\_\_\_\_\_  
JEONG G. SEO  
Vice President

Dated: \_\_\_\_\_

HYUNDAI MOTOR AMERICA

\_\_\_\_\_  
W. GERALD FLANNERY, JR.  
Executive Vice President & General Counsel

Dated: \_\_\_\_\_

KIA MOTORS CORPORATION, INC.

\_\_\_\_\_  
JEONG G. SEO  
Vice President

Dated: \_\_\_\_\_

KIA MOTORS AMERICA, INC.

\_\_\_\_\_  
JOHN YOON  
Executive Vice President & General Counsel

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Dated: \_\_\_\_\_

KAMALA D. HARRIS  
Attorney General of California

\_\_\_\_\_  
SHANAIRA U. BANERJEE  
Deputy Attorney General  
*Attorneys for Plaintiff*

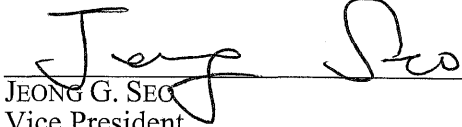
Dated: \_\_\_\_\_

DENTONS LLP  
601 SOUTH FIGUEROA STREET, SUITE 2500  
LOS ANGELES, CA 90017

\_\_\_\_\_  
JUDITH S. SIDKOFF  
*Attorneys for Hyundai Motor Company,  
Hyundai Motor America,  
Kia Motors Corporation, Inc., and  
Kia Motors America, Inc.*

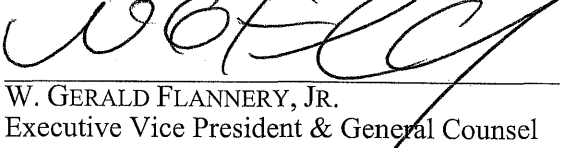
Dated: 10/24/16

HYUNDAI MOTOR COMPANY

  
\_\_\_\_\_  
JEONG G. SEO  
Vice President

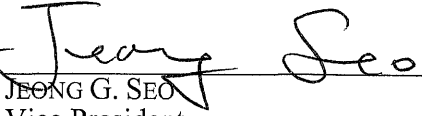
Dated: 10/24/16

HYUNDAI MOTOR AMERICA

  
\_\_\_\_\_  
W. GERALD FLANNERY, JR.  
Executive Vice President & General Counsel

Dated: 10/24/16

KIA MOTORS CORPORATION, INC.

  
\_\_\_\_\_  
JEONG G. SEO  
Vice President

Dated: 10/24/16

KIA MOTORS AMERICA, INC.

  
\_\_\_\_\_  
JOHN YOON  
Executive Vice President & General Counsel

# **EXHIBIT 1**

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

THE PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

v.

HYUNDAI MOTOR COMPANY;  
HYUNDAI MOTOR AMERICA;  
KIA MOTORS CORPORATION, INC.;  
KIA MOTORS AMERICA, INC.,

Defendants.

Case No.

**[PROPOSED] FINAL JUDGMENT AND PERMANENT INJUNCTION**

Plaintiff, the People of the State of California (“People” or “Plaintiff”), through its attorney, Kamala D. Harris, Attorney General of the State of California, by Supervising Deputy Attorney General Daniel A. Olivas and Deputy Attorney General Shanaira U. Banerjee, and Defendants Hyundai Motor Company, Hyundai Motor America, Kia Motors Corporation, Inc., and Kia Motors America, Inc. (collectively, “Hyundai/Kia” or “Defendants”), have stipulated and consented to the entry of this Final Judgment and Permanent Injunction (“Judgment”) without the taking of proof and without trial or adjudication of any fact or law, without this Judgment constituting evidence of or an admission by Hyundai/Kia regarding any issue of law or fact

1 alleged in the Complaint on file, and without Hyundai/Kia admitting any liability, and with all  
2 parties having waived their right to appeal.

3 Contemporaneous with the filing of this Judgment, Defendants are entering into similar  
4 agreements with the Attorneys General of the states listed in Section 4.10, hereinafter collectively  
5 referred to as “States,” and those agreements will be filed in a court of each respective state at or  
6 near the same time.

7 **PRELIMINARY STATEMENT**

8 WHEREAS, on November 2, 2012, Defendants announced the adjustment of the fuel  
9 economy estimates for certain model year 2011, 2012, and 2013 light duty motor vehicles.

10 WHEREAS, on November 2, 2012, Defendants voluntarily initiated customer  
11 reimbursement programs for current and former owners who had purchased certain model year  
12 2011, 2012, and 2013 vehicles that were the subject of the fuel economy estimate adjustments.

13 WHEREAS, on November 2, 2012, Defendants contacted the National Association of  
14 Attorneys General Auto Working Group to disclose information regarding their adjustment of  
15 certain fuel economy estimates and their respective customer reimbursement programs.

16 WHEREAS, a Multistate Working Group (“MSWG”) was formed to investigate  
17 Defendants’ business practices relating to the fuel economy estimate adjustments. The State of  
18 California is a member of the MSWG.

19 WHEREAS, the MSWG has investigated Defendants’ conduct addressed herein, and has  
20 obtained sufficient information to resolve its investigation of Defendants.

21 WHEREAS, Defendants have fully cooperated with the MSWG’s investigation.

22 WHEREAS, Defendants deny the factual and legal allegations contained in the Complaint  
23 (with the exception of jurisdictional facts) and maintain that they have been and continue to be in  
24 compliance with Business and Professions Code sections 17200 et seq. (the Unfair Competition  
25 Law or “UCL”) and 17500 et seq. (the False Advertising Law or “FAL”).

26 WHEREAS, the Parties have reached an amicable agreement thereby resolving the issues in  
27 controversy and the MSWG has concluded its investigation by this Judgment.

28





1 **IV. DEFINITIONS**

2 As used in this Judgment, the following words or terms shall have the following meanings:

3 4.1 “Advertise,” “Advertisement,” or “Advertising” shall mean all marketing directed  
4 to consumers residing in the United States and shall mean any written, oral, or electronic  
5 statement, illustration, or depiction that is designed to create interest in the purchasing of, impart  
6 information about the attributes of, publicize the availability of, or promote the sale or use of  
7 goods or services, whether the statement is made directly to a consumer or appears in a brochure,  
8 newspaper, magazine, freestanding insert, marketing kit, leaflet, circular, mailer, book insert,  
9 letter, catalog, poster, chart, billboard, public-transit card, point-of-purchase display, package  
10 insert, package label, product instructions, electronic mail, website, homepage, film, slide, radio,  
11 television, cable television, program-length commercial or “infomercial,” mobile media, social  
12 media, or any other medium directed to consumers residing in the United States. For purposes of  
13 this Judgment, Advertising shall not include Tier 2 or Tier 3 Advertisements, which are  
14 Advertisements, in whatever form, whose claims and representations are principally developed by  
15 and distributed to consumers residing in the United States by persons other than Defendants, and  
16 which have not been reviewed and approved by the legal departments of Hyundai Motor America  
17 or Kia Motors America, Inc. or their respective outside counsel at their direction, prior to being  
18 disseminated into the marketplace. Furthermore, Hyundai Motor America and Kia Motors  
19 America, Inc., each for itself, represent that they have and will maintain procedures and practices  
20 requiring Advertisements to be reviewed and approved by their legal departments, or by their  
21 respective outside counsel at their direction, prior to being disseminated into the marketplace.

22 4.2 “Authorized Third Parties” shall mean: (1) those automotive dealers authorized to  
23 sell Motor Vehicles pursuant to valid and duly executed sales and service agreements with  
24 Hyundai Motor America and/or Kia Motors America, Inc.; (2) advertising agencies that have  
25 valid and duly executed agreements with Hyundai Motor America and/or Kia Motors America,  
26 Inc. and are authorized to create Advertisements that include fuel economy claims; or (3) those  
27 dealer associations that have valid and duly executed agreements with Hyundai Motor America  
28

1 and/or Kia Motors America, Inc. to offer, Advertise and/or sell Motor Vehicles manufactured by  
2 the Defendants and make fuel economy claims.

3 4.3 “Attorney General” shall mean the Attorney General of the State of California.

4 4.4 “Judgment” shall mean this document entitled Judgment in the matter of *The*  
5 *People of the State of California v. Hyundai Motor Company, Hyundai Motor America, Kia*  
6 *Motors Corporation, Inc. and Kia Motors America, Inc.*, filed in the Superior Court of the State  
7 of California, County of Los Angeles.

8 4.5 “Covered Conduct” shall mean the advertising, promotional and marketing  
9 practices of Defendants and their affiliates, investigated by the MSWG under their respective  
10 state consumer protection laws, regarding fuel economy claims concerning certain 2011, 2012,  
11 and 2013 model year Hyundai and Kia Motor Vehicles that are listed in Exhibit A, attached  
12 hereto, and all claims that have been alleged in the Complaint against Defendants.

13 4.6 “Defendants” shall mean Hyundai Motor Company, Hyundai Motor America, Kia  
14 Motors Corporation, Inc. and Kia Motors America, Inc., and their subsidiaries, predecessors,  
15 successors, and assigns. “Defendant,” unless specifically stated otherwise, shall be used to refer  
16 to any of the four Defendants, as applicable.

17 4.7 “Effective Date” shall mean the date on which a copy of this Judgment, duly  
18 executed by Defendants and by the Attorney General of the State of California, is approved by  
19 and becomes a judgment of the Court.

20 4.8 “Motor Vehicle” shall mean a vehicle that is self-propelled and manufactured  
21 primarily for use on public streets, roads, or highways but does not include a vehicle operated on  
22 rail lines.

23 4.9 “Multistate Executive Committee” or “MSEC” shall mean a committee of the  
24 MSWG comprising the Attorneys General and their staff from Connecticut, Georgia, Illinois,  
25 Iowa, Maryland, New Jersey, Oregon, Texas, and Washington.

26 4.10 “Multistate Working Group” or “MSWG” shall mean the Attorneys General and  
27 their staff from Alabama, Arizona, Arkansas, California, Colorado, Connecticut, Delaware,  
28 District of Columbia, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Maine,

1 Maryland, Massachusetts, Missouri, Nebraska, Nevada, New Jersey, New Mexico, North  
2 Carolina, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, Tennessee, Texas, Virginia,  
3 Washington, and Wisconsin.

4 4.11 "Parties" shall mean Plaintiff and Defendants, collectively.

5 4.12 "Plaintiff" or "People" or "State" shall mean the State of California which is  
6 represented by its Attorney General.

7 4.13 "State of California" shall mean "People of the State of California" which is  
8 represented by its Attorney General.

## 9 V. INJUNCTION

10 Pursuant to Business and Professions Code sections 17203 and 17535, Defendants shall  
11 comply with the following:

12 5.1 Defendants' Advertising shall not misrepresent the estimated fuel economy of a  
13 new Motor Vehicle in violation of Business and Professions Code sections 17200 et seq. and  
14 17500 et seq.

## 15 VI. PAYMENT TO THE STATES

16 6.1 Defendants shall pay to the MSWG a total of \$41,223,320.00, to be divided per  
17 instructions from the MSEC, and paid by Defendants directly to each signatory Attorney General  
18 of the MSWG. At its sole discretion, and on behalf of the MSWG, the MSEC shall determine  
19 how that payment will be allocated amongst the MSWG member states. Said payment shall be  
20 used by the States for such purposes that include attorneys' fees and other costs of investigation  
21 and litigation leading to the entry of this Judgment, enforcement of consumer protection laws, and  
22 monitoring and potential enforcement of this Judgment, at the sole discretion of each signatory  
23 Attorney General. Within ten (10) days of the Effective Date, the MSEC shall provide  
24 Defendants with written payment instructions identifying by state the official payee, the particular  
25 payment amount and any other information necessary to effectuate payment of the amounts due  
26 and owing under this Section 6.1. No later than forty (40) days after the Effective Date,  
27 Defendants shall tender payment of the amounts due and owing under this Section 6.1 and in  
28 accordance with the written payment instructions provided by the MSEC, provided that the

1 MSEC give Defendants written payment instructions as set forth herein. Defendants shall be  
2 jointly and severally liable for the amounts due and owing under this Section 6.1.

### 3 **VII. RELEASE**

4 7.1 By execution of this Judgment and following a full and complete payment to the  
5 MSWG member States of the amounts designated by Section 6.1, the State of California and its  
6 Attorney General release the Defendants and all of their officers, directors, affiliates, subsidiaries,  
7 parent companies, predecessors, successors and assigns (collectively, the “Released Parties”)  
8 from the following: all civil claims, causes of action, damages, restitution, fines, costs and  
9 penalties resulting from, arising from or related to, the Covered Conduct that the State of  
10 California by and through its Attorney General, has asserted or could have asserted against the  
11 Released Parties pursuant to Business and Professions Code sections 17200 et seq. and 17500 et  
12 seq. on or before the Effective Date (collectively, the “Released Claims”).

13 7.2 Notwithstanding any term of this Judgment, the following do not comprise  
14 Released Claims:

- 15 a. private rights of action;
- 16 b. claims of environmental or tax liability;
- 17 c. criminal liability;
- 18 d. claims for property damage;
- 19 e. claims alleging violations of State or federal securities laws;
- 20 f. claims alleging violations of State or federal antitrust laws; and
- 21 g. any obligations created under this Judgment.

### 22 **VIII. CONSENT TO JUDGMENT**

23 8.1 Except as provided in Section VII (Release) above, the Judgment shall not be  
24 construed or used as a waiver or limitation of any cause of action, defense, or any affirmatively  
25 granted rights otherwise available to the Parties in any action, including, where applicable,  
26 Defendants’ rights to defend themselves from or make any arguments in any claims or suits of  
27 any kind, including without limitation, individual, group or class claims or suits, relating to the  
28 subject matter or terms of this Judgment.

1           8.2 Defendants, by and through their counsel, acknowledge that they have read this  
2 Judgment, are aware of their right to a trial in this matter and have waived that right.

3           8.3 Defendants admit to the jurisdiction of the Court and consent to the entry of this  
4 Judgment and to the rights of the State of California, by and through its Attorney General, to  
5 enforce the terms and conditions of this Judgment.

6           8.4 Defendants state that no promises of any kind or nature whatsoever (other than the  
7 written terms of this Judgment) were made to them to induce them to enter into this Judgment,  
8 that Defendants have entered into this Judgment voluntarily, and that this Judgment constitutes  
9 the entire agreement between Defendants, on the one hand, and the State of California and its  
10 Attorney General, on the other hand.

#### 11                                   **IX. MONITORING FOR COMPLIANCE**

12           9.1 For the purposes of resolving disputes with respect to compliance with this  
13 Judgment, duly authorized representatives of the Office of the Attorney General of the State of  
14 California shall monitor Defendants as follows:

- 15           a. If the Attorney General believes that a Defendant has engaged in a practice  
16             that violates any provision of this Judgment, the Attorney General shall  
17             notify the relevant Defendant telephonically (followed by written  
18             notification), or in writing, of the Attorney General's belief that a violation  
19             has occurred, except for in limited emergency situations as set forth in  
20             Paragraph 9.4. The Attorney General's notice shall include:
  - 21                   (1) the specific basis for the belief;
  - 22                   (2) the provision of the Judgment that the practice appears to violate; and
  - 23                   (3) a date for the relevant Defendant to respond to the notification,  
24                         provided, however, that the date for a response is thirty (30) days  
25                         after the date of written notification, subject to any extensions agreed  
26                         to by the relevant Parties.

- 27           b. The Attorney General shall, upon reasonable notice including, but not  
28             limited to the notice outlined in Section 9.1(a), above, be permitted

1 reasonable access to obtain relevant, non-privileged, non-work-product  
2 records and documents in the possession, custody or control of the relevant  
3 Defendant, that relate to its compliance with the issue that was the subject  
4 of the notice.

5 c. The Attorney General shall, upon reasonable notice including, but not  
6 limited to the notice outlined in Section 9.1(a), above, and subject to  
7 applicable discovery rules, have reasonable access to take depositions  
8 and/or examinations under oath of the relevant Defendant's officers,  
9 directors, employees, agents and contractors with relevant knowledge, each  
10 of whom may have counsel present, relating to its compliance with the  
11 issue that was the subject of the notice and its compliance with the  
12 Judgment in its entirety.

13 9.2 Within the time period specified in Section 9.1(a)(3), the relevant Defendant shall  
14 provide to the Attorney General a written response, executed by a duly authorized representative  
15 of the Defendant, containing either a statement explaining why it believes it is in compliance with  
16 this Judgment, or a detailed explanation of how the alleged violation occurred and a statement  
17 explaining how it intends to address the alleged breach, along with a request to meet with and  
18 present to the Attorney General, if so desired. In the event that the Defendant provides such a  
19 timely response and request, the Attorney General shall provide the Defendant with the  
20 opportunity to meet with and present to, either in person or telephonically, a duly authorized  
21 representative of the Attorney General to discuss the alleged violation and the Defendant's  
22 response thereto. If the Attorney General's representative makes a good faith effort to schedule  
23 and attend such a meeting within forty (40) days after the date of written notification to the  
24 relevant Defendant, but the meeting does not occur, the Attorney General may take any action  
25 after those forty (40) days have passed. At such a meeting, the Defendant may present evidence  
26 demonstrating its compliance with all applicable laws or its efforts to address the alleged breach.  
27 The Attorney General has the sole discretion to accept or reject any evidence the Defendant may  
28 care to present. Such a meeting shall be conducted at the Defendant's expense. If the Defendant

1 requests and the Attorney General's representative agrees that the meeting shall be held in person,  
2 the meeting shall take place at the Attorney General's office.

3 9.3 If the relevant Parties agree to extend the response deadline, pursuant to Section  
4 9.1(a)(3), the forty (40) day timeline set forth in Section 9.2 shall also be extended by the same  
5 number of days.

6 9.4 The Attorney General, on behalf of the State of California, may assert that a  
7 Defendant has violated the Judgment in a separate civil action to enforce this Judgment, or seek  
8 any other relief afforded by law for such violation(s), but only after providing the relevant  
9 Defendant with the opportunities to respond to the notification described in Section 9.1(a), and to  
10 meet and confer as set forth in Section 9.2. However, such Attorney General may take any action  
11 without prior notice where the Attorney General reasonably concludes that, because of a specific  
12 practice, a threat to the health or safety of the public requires immediate action. The Attorney  
13 General shall give notice to the relevant Defendant as required by law.

14 9.5 An alleged violation of this Judgment by one of the Defendants cannot be the  
15 Attorney General's sole basis on which to subject any other Defendant to the remedies and  
16 procedures set forth in Section IX (Monitoring for Compliance).

17 9.6 Nothing in this Section shall be construed to limit the Attorney General's authority  
18 provided under the laws of the State of California.

## 19 X. NOTICES UNDER THIS JUDGMENT

20 10.1 Any notices required to be sent to the State or to Defendants under this Judgment  
21 shall be sent by email and overnight courier service for U.S. notice, and either two or three day  
22 international courier service for Korean notice (e.g., FedEx, UPS), with courier costs incurred by  
23 the State to be billed to the recipient Defendant(s). The documents shall be sent to the following:

24 For the Attorney General of California:  
25 Attention Shanaira U. Banerjee  
26 Deputy Attorney General  
27 300 South Spring Street, Ste. 1702  
28 Los Angeles, California 90013  
Shanaira.Banerjee@doj.ca.gov



1 For Hyundai Motor Company:  
2 Head of International Legal Team  
3 Hyundai Motor Company  
4 12 Heolleung-ro  
5 Seocho-Gu, Seoul 06797  
6 Republic of Korea  
7 JFlannery@hmausa.com  
8 JErB@hmausa.com

9 For Hyundai Motor America:  
10 Executive Vice President & General Counsel  
11 Hyundai Motor America  
12 10550 Talbert Avenue  
13 Fountain Valley, California 92708  
14 JFlannery@hmausa.com  
15 JErB@hmausa.com

16 For Kia Motors Corporation, Inc.:  
17 Head of International Legal Team  
18 Kia Motors Corporation  
19 12 Heolleung-ro  
20 Seocho-Gu, Seoul 06797  
21 Republic of Korea  
22 JYoon@kiausa.com  
23 MGGoldzweig@kiausa.com

24 For Kia Motors America, Inc.:  
25 Executive Vice President & General Counsel  
26 Kia Motors America, Inc.  
27 111 Peters Canyon Road  
28 Irvine, CA 92606-1790  
JYoon@kiausa.com  
MGGoldzweig@kiausa.com

Any Party may change its designated notice recipient(s) by written notice to the other Parties.

## XI. GENERAL PROVISIONS

11.1 This Judgment shall be binding upon the Parties and their successors and assigns.  
In no event shall assignment of any right, power or authority under this Judgment void a duty to  
comply with this Judgment.

11.2 Defendants shall use reasonable efforts to notify their officers, directors,  
employees, agents, and contractors responsible for carrying out and effectuating the terms of this

1 Judgment, of the obligations, duties, and responsibilities imposed on Defendants by this  
2 Judgment.

3 11.3 This Judgment represents the full and complete terms of the settlement entered  
4 into by the Parties hereto.

5 11.4 Within thirty (30) days of the Effective Date, Hyundai Motor America and Kia  
6 Motors America, Inc. shall, each for itself, provide its respective Authorized Third Parties with a  
7 copy or notice and description of this Judgment.

8 11.5 If the Defendants discover that any third party described in Paragraph 11.4 is  
9 violating this Judgment, the Defendants shall send notice to the third party requesting that it cease  
10 and desist from the violation(s). The Defendants shall conduct an investigation of a third party  
11 upon written notice by the State that the third party is violating an applicable provision of this  
12 Judgment and shall advise the State of the results of the investigation.

13 11.6 If any portion of this Judgment is held invalid by operation of law, the remaining  
14 terms of this Judgment shall not be affected and shall remain in full force and effect.

15 11.7 Nothing in this Judgment shall be construed to waive, limit, or expand any claim  
16 of sovereign immunity that the State may have in any action or proceeding.

17 11.8 Unless otherwise prohibited by law, any signatures by the Parties required for  
18 entry of this Judgment may be executed in counterparts, each of which shall be deemed an  
19 original, but all of which shall together be one and the same Judgment.

20 11.9 Any failure of the State to exercise its rights under this Judgment shall not  
21 constitute a waiver of its rights hereunder.

22 11.10 Except as expressly provided herein, nothing contained in this Judgment shall be  
23 construed to waive or limit any right of action by any person or entity.

24 11.11 In the event that any state or federal constitutional right, statute, regulation or  
25 conduct pertaining to the subject matter of this Judgment is modified, enacted, promulgated or  
26 interpreted by the State of California, a Federal Court, or a Federal agency, and this Court holds  
27 that such a state or federal constitutional right, statute, regulation or conduct is in conflict with  
28 any provision of this Judgment so that Defendants cannot comply with both, Defendants may

1 comply with the state or federal constitutional right, statute or regulation. Such action shall  
2 constitute compliance with the counterpart provision of this Judgment. Defendants shall provide  
3 all members of the MSEC with sufficient advance notice of any judicial or administrative  
4 proceeding in which the meaning or interpretation of any such state or federal constitutional right,  
5 statute, regulation or conduct is at issue, so as to allow any member of the MSEC or MSWG the  
6 opportunity to intervene and be heard.

7 11.12 Should Defendants seek a modification of this Judgment for any reason other than  
8 as provided for in paragraph 11.11, prior to applying to the Court, Defendants shall send a written  
9 notification of their intent to seek modification to all members of the MSEC. The MSEC will  
10 consult with the MSWG and shall respond to Defendants' notification within forty-five (45) days  
11 of receiving such notification. Defendants may apply to the Court after the forty-five (45) day  
12 period has ended.

## 13 **XII. COMPLIANCE WITH ALL LAWS**

14 12.1 Nothing in this Judgment shall be construed as relieving Defendants of their  
15 respective obligations to comply with all State and federal laws, regulations or rules, or as  
16 granting permission to engage in any acts or practices prohibited by such laws, regulations or  
17 rules.

## 18 **XIII. REPRESENTATIONS AND WARRANTIES**

19 13.1 Hyundai Motor America warrants and represents that it advertises Hyundai Motor  
20 Vehicles in the United States.

21 13.2 Kia Motors America, Inc. warrants and represents that it advertises Kia Motor  
22 Vehicles in the United States.

23 13.3 Defendants acknowledge that they are proper parties to this Judgment and that  
24 Hyundai Motor Company, Hyundai Motor America, Kia Motors Corporation, Inc. and Kia  
25 Motors America, Inc., are the true legal names of the Defendant entities.

26 13.4 Each of the non-Court signatories to this Judgment warrants and represents that he  
27 or she has authority to agree to this Judgment on behalf of one of the Parties.  
28



# **EXHIBIT A**

## HYUNDAI VEHICLES

### **2013 Model Year**

2013 Accent (automatic transmission; 1.6 liter engine)
2013 Accent (manual transmission; 1.6 liter engine)
2013 Azera (automatic transmission; 3.3 liter engine)
2013 Elantra (automatic transmission; 1.8 liter engine)
2013 Elantra (manual transmission; 1.8 liter engine)
2013 Elantra Coupe (automatic transmission; 1.8 liter engine)
2013 Elantra Coupe (manual transmission; 1.8 liter engine)
2013 Elantra GT (automatic transmission; 1.8 liter engine)
2013 Elantra GT (manual transmission; 1.8 liter engine)
2013 Genesis (automatic transmission; 3.8 liter engine)
2013 Genesis R-Spec (automatic transmission; 5.0 liter engine)
2013 Santa Fe Sport 2WD Turbo (automatic transmission; 2.0 liter engine)
2013 Santa Fe Sport 2WD (automatic transmission; 2.4 liter engine)
2013 Santa Fe Sport 4WD Turbo (automatic transmission; 2.0 liter engine)
2013 Santa Fe Sport 4WD (automatic transmission; 2.4 liter engine)
2013 Tucson 2WD (automatic transmission; 2.0 liter engine)
2013 Tucson 2WD (automatic transmission; 2.4 liter engine)
2013 Tucson 2WD (manual transmission; 2.0 liter engine)
2013 Tucson 4WD (automatic transmission; 2.4 liter engine)
2013 Veloster Turbo (automatic transmission; 1.6 liter engine)
2013 Veloster (automatic transmission; 1.6 liter engine)
2013 Veloster (manual transmission; 1.6 liter engine)

## KIA VEHICLES

### **2013 Model Year**

2013 Rio 2WD (automatic transmission; 1.6 liter engine)
2013 Rio 2WD (manual transmission; 1.6 liter engine)
2013 Rio 2WD (automatic (Eco) transmission; 1.6 liter engine)
2013 Sorento 2WD (automatic transmission; 2.4 liter engine (GDI))
2013 Sorento 4WD (automatic transmission; 2.4 liter engine (GDI))
2013 Soul 2WD (automatic transmission; 1.6 liter engine)
2013 Soul 2WD (manual transmission; 1.6 liter engine)
2013 Soul 2WD (automatic transmission; 2.0 liter engine)
2013 Soul 2WD (manual transmission; 2.0 liter engine)
2013 Soul ECO 2WD (automatic transmission; 1.6 liter engine)
2013 Soul ECO 2WD (automatic transmission; 2.0 liter engine)
2013 Sportage 2WD (automatic transmission; 2.0 liter engine)
2013 Sportage 2WD (automatic transmission; 2.4 liter engine)
2013 Sportage 2WD (manual transmission; 2.4 liter engine)
2013 Sportage 4WD (automatic transmission; 2.0 liter engine)
2013 Sportage 4WD (automatic transmission; 2.4 liter engine)
2013 Sportage 4WD (manual transmission; 2.4 liter engine)

### **2012 Model Year**

2012 Rio 2WD (automatic transmission; 1.6 liter engine)
2012 Rio 2WD (manual transmission; 1.6 liter engine)
2012 Sorento 2WD (automatic transmission; 2.4 liter engine (GDI))
2012 Sorento 4WD (automatic transmission; 2.4 liter engine (GDI))

